The cases that are cited support the decision. *Davidson* v. *City of Muskegon,* 111 Mich. 454; *Morgan* v. *City of Des Moines,* 60 Fed. 208; *Donovan* v. *City of Oswego,* 42 App. Div. 539. Other cases in support of the rule are *Goddard* v. *City of Lincoln,* 69 Neb. 594; and *Schmidt* v. *City of Fremont,* 70 Neb. 577. However, FAWCETT, J., in his dissenting opinion declared in forceful and severe terms the flagrant injustice of such a rule. His position is supported not only by "every instinct of humanity," but also by the following cases. *Green* v. *Village of Port Jervis,* 55 App. Div. 58; *Walden* v. *City of Jamestown,* 178 N. Y. 213; *Barry* v. *Village of Port Jervis,* 64 App. Div. 268; Affirmed 180 N. Y. 521; *Winter* v. *City of Niagara Falls,* 190 N. Y. 198; and *Forsyth* v. *City of Oswego,* 191 N. Y. 441. In *Walden* v. *City of Jamestown,* 178 N. Y. 213, the court accepting the maxim, "the law does not seek to compel a man to do that which he cannot possibly perform," BROOM'S LEGAL MAXIMS, Ed. 4, p. 178, based its construction of a similar statute on the fundamental canon of construction "that a thing which is within the letter of the statute is not within the statute unless it be within the intention of the makers," and after declaring that "it would shock the sense of justice if this charter provision were construed so as to hold such service insufficient, held that service of notice by the plaintiff as soon as she was able to attend to business was a substantial compliance. In *Forsyth* v. *City of Oswego,* 191 N. Y. 441, it is held that if the plaintiff is physically and mentally unable to prepare and present his claim, or give directions for its preparation and presentation during the whole of the statutory period, then he is entitled to a reasonable additional time in which to comply with the charter in that regard. A similar rule was announced in *Green* v. *Village of Port Jervis,* 55 App. Div. 58; and in *Winter* v. *City of Niagara Falls,* 190 N. Y. 198. In *Barry* v. *Village of Port Jervis,* 64 App. Div. 268, affirmed in 180 N. Y. 521, it is held that the provision in defendant's charter requiring notice within forty-eight hours "is obnoxious to the constitution of this state; that it is hostile to the broad jurisprudence of the state, which undertakes to provide an adequate remedy for every legal wrong. It is unfair in spirit; it makes the rights of individuals depend upon chance rather than upon the uniform administration of the law, and is intended to defeat rather than conserve the legitimate ends of government. It is intended to work wrong instead of right; it is arbitrary and without justification in public policy; and it should be denied the force of law."

NEGLIGENCE—LIABILITY OF MANUFACTURER TO CONSUMER—PRIVITY.—The defendant corporation engaged in the manufacture and sale of toilet soap, sold to H. & Co., co-defendants in this action, certain soap as a harmless article for toilet purposes, free and clear of all harmful substances. Defendant by its servants permitted a cake of soap made by them to contain a needle deeply imbedded in it. This cake was bought by H. & Co., who in turn sold it to the plaintiff implying that it was safe. In using this soap the needle became imbedded in the plaintiff's hand, producing paralysis and disability. *Held,* on separate demurrers to the complaint, that as to H. & Co., there was no negligence as the needle was invisible to the naked eye; as to

the defendant company, there was no privity. *Hasbrouck* v. *Armour & Co. et al.* (1909), — Wis. —, 121 N. W. 157.

The court defines negligence to "consist in the omission or inadvertently wrongful exercise of a duty, which omission or exercise is the legal cause of damage to another." This duty must be owing directly to the person injured, there must be privity between the party injured and the one committing the wrong. *Sweeny* v. *Old Colony etc. R. Co.*, 10 Allen 368, 87 Am. Dec. 644; *Newark Electric Light etc. Co.* v. *Garden*, 78 Fed. 74, 23 C. C. A. 649, 37 L. R. A. 725. Privity is defined as "a relation which creates an obligation." 32 Cyc. p. 392. The duty owed to the general public by all is to refrain from obviously dangerous acts. He who sells at wholesale to a jobber who sells to the consumer owes no greater duty, sustains no closer relation of privity to that consumer than this general duty such as all persons hold in respect to the public generally. *Standard Oil Co.* v. *Murray*, 119 Fed. 572, 57 C. C. A. 1; *Salmon* v. *Libby et al.*, 114 Ill. App. 258. In *Huset* v. *J. I. Case Threshing Machine Co.*, 120 Fed. 865, the principle is stated that a contractor, manufacturer or vendor is not liable to third parties who have no contractual relations with him for negligence in the construction and sale of the articles he handles. The liability of a vendor or manufacturer for negligence, must arise from the breach of a duty which he owes the public. *Heizer* v. *Kingsland etc. Mfg. Co.*, 110 Mo. 605, 612, 19 S. W. 630, 33 Am. St. Rep. 482, 15 L. R. A. 821; *Goodlander Mill Co.* v. *Standard Oil Co.*, 63 Fed. 400, 27 L. R. A. 583. A manufacturer may, however, bring himself into privity with the consumer and thereby be charged with duty toward him by making an article expressly for the consumer. *Woodward* v. *Miller*, 119 Ga. 618, 46 S. E. 847, 100 Am. St. Rep. 188. The duty of the maker of a thing harmless in kind but dangerous through defect is not to knowingly so dispose of the article as to make a trap for the innocent. *Kahner* v. *Otis Elevator Co.*, 96 N. Y. App. Div. 169. But a manufacturer who invites the use of an article not inherently dangerous but which he knows is dangerous through defect, is liable for ensuing damage. *Bright* v. *Barnett etc. Co.*, 88 Wis. 299. However the vendor of an article not inherently dangerous is not liable to one not a party to the contract of sale and the original vendor would have been liable to his vendee only on warranty. *Bragdon* v. *Perkins-Campbell Co.*, (C. C. A.), 87 Fed. 109; *Standard Oil Co.* v. *Murray*, supra, *Salmon* v. *Libby et al.* supra. Privity of contract is unnecessary where, under the circumstances, injuries to a third party might reasonably have been anticipated as a result of defects. *Bright* v. *Barnett etc. Co.*, supra, *Thomas* v. *Winchester*, 6 N. Y. 397, *Davies* v. *Pelham Hod Elevating Co.*, 65 Hun 573. The consequence should be one which an ordinarily prudent man might have foreseen. *Missouri Malleable Iron Co.* v. *Dillon*, 206 Ill. 145, 69 N. E. 12; *Charlebois* v. *Gogebic, etc. R. Co.*, 91 Mich. 59, 51 N. W. 812. The court distinguishes the principal case from one where the manufacturer puts out articles inherently dangerous, such as explosives or poisons, without notice of their dangerous nature, or with a misleading notice, or negligently in any other way. See the recent case of *Clement* v. *Crosby & Co.* (1909),

— Mich. —, 122 N. W. 263, and as to the principles involved in such cases, 2 MICH. LAW REV. 151, 235, 422; 4 Id. 400; 6 Id. 245.

NEGLIGENCE—LIABILITY OF MANUFACTURER TO THIRD PERSONS—ELEMENTS OF DAMAGES.—In an action to recover for injuries resulting from the explosion of a coffee urn, sold by the defendant to a jobber, who in turn sold it to a hotel company of which the plaintiff was president, the lower court permitted the plaintiff, against objection, to testify as to the amount he had invested in the company as a basis for damages for mental suffering; evidence of expenses incurred in a trip to the south for plaintiff's health were also admitted, as an element of damage. A letter of a former officer of the defendant, stating that the urn was defective, was admitted over the defendant's objection. *Held,* the manufacturer was liable, but the evidence above mentioned was inadmissible. *Statler* v. *Geo. A. Ray Mfg. Co.* (1909), 195 N. Y. 478, 88 N. E. 1063.

There were no contractual relations between the parties to the action, but the plaintiff proceeded on the theory that the defendant was liable for the negligent construction of an inherently dangerous article. It is well settled that the manufacturer and vendor are liable to third persons for injury resulting from such manufacture of an inherently dangerous appliance. *Torgesen* v. *Schultz,* 192 N. Y. 156; *Keep* v. *Nat'l Tube Co.,* 154 Fed. 121, 127; THOMPSON, NEGLIGENCE, § 825 et seq. In the *Torgesen* case the court quotes with approval from *Heaven* v. *Pendler,* L. R. 11 Q. B. D. 503, which states the principle that the manufacturer may become liable for injury naturally following from a defective construction. But the evidence of plaintiff's interest in the hotel as a basis for damages for mental suffering was clearly incompetent, as was also evidence of the amount expended in a trip to regain health. The letter of a former officer of the defendant to the defendant, indicating the defective character of the urn and stating an attempt to suppress information concerning the accident, having no proper foundation for its admission, was also incompetent. See preceding note.

OFFICERS—CLERKS OF COURT—ADMISSION OF ATTORNEYS—FEES.—Petitioner was duly examined and recommended with others for admission to the Illinois bar. The clerk of the court was directed to prepare licenses for the successful applicants. Whereupon the clerk demanded a fee of five dollars for administering the oath, entering the name on the roll, certifying it and furnishing an engrossed parchment license. *Held,* the clerk could charge only the statutory fee of one dollar for administering the oath, entering the name on the roll, and certifying it; no charge could be made for an engrossed parchment of license. *In re Reardon* (1909), — Ill. —, 89 N. E. 169.

The principle of law embodied in the above case is simply that a clerk of court takes his office cum onere and must gratuitously perform his official duties unless by statute entitled to a compensation; such statutes are strictly construed. *Reese* v. *Cleburne County,* 139 Ala. 299, 35 South. 879; *State* v. *Board of Police Commissioners,* 108 Mo. App. 98, 82 S. W. 960; *Buckman* v. *Missouri etc. R. Co.,* 121 Mo. App. 299, 98 S. W. 820; *Guilford* v. *Board of Commissioners of Beaufort County,* 120 N. C. 23, 27 S. E. 94; *Green Lake Co.*